

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE HUMAN RESOURCES DEPARTMENT

REQUEST FOR PROPOSALS:

**FOOD SERVICE
FOR
CITY HALL CAFETERIA
*RFP #15-125***

Due Date for Submittals: June 11, 2015 at 11:30 a.m.

**MAY 2015
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS
REQUEST FOR PROPOSALS #15-125
FOOD SERVICE FOR CITY HALL CAFETERIA

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CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL #15-125

This City of Newton Request For Proposals (RFP) invites sealed proposals from Contractors for

FOOD SERVICE FOR CITY HALL CAFETERIA

Proposals will be received until: **11:30 a.m., Thursday, June 11, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459.

Contract Documents will be available online at the City's website: www.newtonma.gov/bids after: **10:00 a.m., May 28, 2015**.
Proposers are responsible for downloading the specifications from the City's web site at www.newtonma.gov/bids.

Proposers are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. #15-125) they have downloaded.

The term of the contract shall extend from July 1, 2015 through June 30, 2018. There are no renewals or extensions.

The specific services solicited in this RFP are described in the Scope of Work and Contract Requirements at pp. 10-13 below. Although this is an RFP, proposers shall submit a technical or non-price proposal only.

There is no price proposal, though proposers may include a weekly subsidy payable by the City in their proposals. There is no specific form for the technical proposal, although it should be responsive to all information requested made in the RFP.

All proposals shall be submitted in one ORIGINAL and three COPIES. (In addition, a DVD version of the Technical Proposal is requested, but not required.)

Proposers' attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are available on the Purchasing Department's website. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all proposals in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all proposals (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
May 28, 2015

REQUEST FOR PROPOSALS

FOOD SERVICE FOR CITY HALL CAFETERIA

Part I. Introduction

Newton City Hall is located in a 10 acre park surrounded by a residential neighborhood and across Homer Street from the Newton Free Library. There are no restaurants in the immediate vicinity of City Hall, so Library and City Hall workers, users of their services, bidders on City procurements, people attending meetings or hearings and neighbors would have to leave the campus to get a meal or refreshment were it not for a cafeteria located in the Room B11 on the City Hall basement level. It is in the City's interest to have an on premises cafeteria operator (Operator) to provide food services for City functions and to all persons working in or visiting City Hall. While the City considers it more advantageous that the vendor be financially viable and independent, it is willing to consider a subsidy of up to \$200 per week (\$10,400/year) to assure that its goals are met.

Accordingly, the City of Newton is requesting proposals for the operation of the cafeteria in the lower level of City Hall to provide breakfast, lunch and snacks to City employees and visitors to City Hall. The City desires that the cafeteria provide varied and healthy fare at a reasonable cost. The City may hire the Operator to prepare food for City functions and during snow emergencies. The City will grant a license to the Operator to use the food preparation and dining space, including the kitchen and existing equipment and appliances, will pay all utilities (with the exception of long distance telephone calls), and will provide certain additional services as specified herein. The City will be entitled to no part of any profits earned, nor be responsible for any loss incurred pursuant to cafeteria operations. The Operator shall obtain all customary insurance, including workmen's compensation insurance, and provide evidence of the same to the City.

Part II. Decision to Use a Request for Proposals

Selecting the most appropriate Operator involves subjective considerations. The Chief Procurement Officer has determined that in order to select the most advantageous Operator, comparative judgments of various factors based on a Request For Proposals (RFP) will be necessary. For example, the food offered needs to be of high quality, with good variety, good value, healthy for the patrons and yet be attractive enough to assure a financially viable business. In addition, the successful proposer will be one whose business plan for operation of the cafeteria demonstrates a thoughtful and realistic projection of the associated revenue and expenses. The City will also evaluate a proposer's business and catering and/or restaurant background to determine that the proposer can successfully provide the services expected. Each proposer will be interviewed by an Evaluation Committee prior to final selection.

Inasmuch as the City is providing the cafeteria space, equipment and required utilities at no cost outside of a nominal (\$1.00 per year) license fee and, other than a possible weekly service payment of up to \$200 to the Operator for providing services to the City, there will be no further monetary transaction between the Operator and the City pursuant to this RFP. Accordingly, there is no Cost Proposal associated herewith. The successful proposal will be selected based solely on evaluation of the Technical Proposal as defined herein.

Part III. Instructions To Proposers

- A. **GOVERNING LAW and DEADLINE FOR SUBMISSION:** All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Room 201, Newton, MA 02459, no later than **11:30 a.m., Thursday, June 11, 2015.**
- B. **A responsive proposal shall consist of a Technical Proposal only made up of one (1) original, and three paper (3) copies. (In addition, a DVD version of the technical proposal is requested, but not required.)**

Where information is requested, proposals must provide it in the same order of the as requested in this RFP and identify the page number of the RFP that relates to the information response.

Faxed proposals will not be accepted.

- C. QUESTIONS: Inquiries involving procedural or technical matters must be received in writing, at least 72 hours prior to proposal submission to:

purchasing@newtonma.gov or facsimile (617) 796-1227
Nicholas Read, *Chief Procurement Officer*

All additional information shall be put into the form of an Addendum. Each addendum will be posted on the City's website at under the document ##15-125 and will be emailed or faxed to those listed on the Bidders' list as having received (picked-up or downloaded) the RFP.

If you have downloaded the RFP, please be sure to email us (purchasing@newtonma.gov) your Name, Address, Phone and Fax numbers and what RFP number you have downloaded.

ADDENDUM: Proposer shall acknowledge any/all addendum(s) on the first line of their Transmittal Sheet of their Technical Proposal, as well as on the designated line provided in the Price Proposal.

- D. EXAMINATION OF DOCUMENTS: Each proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

- E. TIMELINE:

| | |
|---------------------------|--|
| RFP Released | : Thursday, May 28, 2015 at 10:00 a.m. |
| Questions due | : Friday, June 5, 2015 at 12:00 noon |
| Addenda w/Answers | : Tuesday, June 9, 2015 at 11:30 a.m. |
| Proposal Submittal | : Thursday, June 11, 2015 at 11:30 a.m. |

- F. PROPOSAL FORMAT: All proposals shall follow the order of this RFP. All proposals shall have a table of contents denoting, for each item, which page it can be located on. All proposals shall have footers with page numbers.

Part IV. Evaluation Of Proposals

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

The Technical Proposals shall be evaluated by an Evaluation Committee; the Evaluators shall prepare their evaluations based on the criteria contained herein.

Any proposer submitting a proposal must satisfy all the **Minimum Criteria, below. Proposals that do not demonstrate compliance with the Minimum Criteria shall be rejected as non-responsive. All proposals not rejected as non-responsive shall be evaluated based on the nine (9) Comparative Criteria below.**

The City of Newton reserves the right to waive minor informalities in any or all RFPs, or to reject any or all RFPs, if it be in the public interest to do so. The City reserves the right to request site visits and demonstrations of existing vendor operations.

Upon completion of the evaluation of the responsive Technical Proposals, a contract will be awarded to the responsive and responsible proposer whose proposal is determined to be most advantageous taking into consideration cost and evaluative criteria. The City reserves the right to reject any and all proposals and to award a contract as determined to be in the best interests of the City.

All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

Part V. MINIMUM CRITERIA

Any proposer submitting a proposal for operation of the City Hall cafeteria must satisfy all the **Minimum Criteria** listed below.

1. **Experience.** The proposer, on site manager, and critical staff members, must have at least five (5) years experience in the restaurant or food service industry.
2. **Business Plan.** The proposer shall provide the City with a business plan with a three (3) year pro forma of the operation of the cafeteria, the food it will serve, strategies for growth and estimated financial projections. The Business Plan shall include Minimum Criteria items 3 through 8 below.
3. **Standard Menu.** The proposal includes a standard menu with a variety of standard breakfast and lunch items and which includes at least two (2) healthy options.
4. **Optional Daily Specials.** Items to be offered on an occasional or rotating basis with at least one (1) low-fat and/or low carb special.
5. **Staffing Requirements.** A staffing plan which includes the following (i) at least two staff members will be present during peak hours (12:00 p.m. to 1:30 p.m.) to ensure prompt service at the serving line; (ii) if the proposal is offering items wholly or in part made off premises, an alternative staffing schedule will be considered; (iii) staff will be expected to not take lunch or other employee breaks during peak hours; and (iv) the Operator (individual with the certification in criterion 7 below) shall be on-site for at least 80% of operating hours.
6. **Resumes.** The proposed business plan will have resumes of all key personnel and staff.
7. **Certificates.** Evidence that the Operator holds the following certificates: (i) certified food manager, (ii) allergy awareness, and (iii) choker save training.
8. **Subsidy.** Proposers may include a subsidy in their Technical Proposal, provided, however, that such subsidy shall not exceed \$200 per week.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

In addition the proposer must provide the following additional Minimum Criteria documents, duly completed and signed:

1. Bidder's Qualifications And References Form
2. Certificate of Tax Compliance
3. Certificate of Non-Collusion
4. Debarment Letter
5. IRS Form W-9

To the extent that a Minimum Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Part VI. COMPARATIVE EVALUATION CRITERIA

The evaluation of each proposal for Food Service For the City Hall Cafeteria will be based upon the “Comparative Evaluation Criteria” described in this section. The following scale will be used to rate each evaluation criterion, as well as to determine a composite rating of each proposal:

“Highly Advantageous”
“Advantageous”
“Not Advantageous”
“Unacceptable”

An “Unacceptable” rating in any one of the criteria will eliminate a proposal from further consideration.

EVALUATION CRITERIA

Proposals from contractors who meet or exceed the minimum criteria will be evaluated and rated on the basis of the following comparative criteria. The city reserves the right to ask any respondent to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each respondent. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer’s certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the City such evidence as the City may request to support that fact.

Proposals which meet the Minimum Criteria will be evaluated based on the following comparative criteria:

1. Experience and Qualifications.

- A. Number of years proposer, on-site manager, and on-site cook, has in the restaurant or food service industry:
- Highly Advantageous* - 6 or more years
Advantageous - 5 years
Not Advantageous - less than 5 years
- B. Number of accredited food preparation or Serve Safe certified courses or programs completed by proposer, on-site manager, and on-site cook:
- Highly Advantageous* – 5 or more
Advantageous - 2-4
Not Advantageous - 1 or none
- C. Number of citations for food safety received in any other proposer-managed food service enterprise.
- Highly Advantageous* – none
Advantageous - 2-3
Not Advantageous - 4 or more

2. Standard Menu Variety.

- A. Breakfast menu:

Highly Advantageous – 4 or more healthy and good quality breakfast selections
Advantageous - 3 healthy and good quality breakfast selections
Not Advantageous - less than 3 healthy and good quality breakfast selections

B. Lunch menu:

Highly Advantageous – more than 5 healthy and good quality selections
Advantageous - 5 healthy and good quality lunch selections
Not Advantageous - less than 5 healthy and good quality lunch selections

C. Beverages:

Highly Advantageous – includes additional beverage selections
Advantageous - includes all the identified beverage types
Not Advantageous - does not include all the identified beverage types

D. Dessert and snack items:

Highly Advantageous - 1 dessert and 4 snack items (2 healthful options & 2 fresh seasonal fruits)
Advantageous - 1 dessert and 4 snack items (2 healthful options & 2 fresh seasonal fruits)
Not Advantageous - less than 1 dessert and less than 4 snack items (no healthful options/no fresh seasonal fruit)

3. **Optional Daily Specials.**

Highly Advantageous – Proposed sample offering includes 1 or more additional selections each day
Advantageous - Proposed sample offering meets minimum criteria only and does not offer a daily special

4. **Staffing Requirements.**

Highly Advantageous - Food Service Certificate holder shall be on-site for more than 80% of operating hours
Advantageous – Food Service Certificate holder shall be on-site for a minimum of 80% of operating hours

5 **Menu Price.**

All proposed food menu prices shall include taxes. Each member of the evaluation committee will make selections from the proposed menu as described below. Each member will be charged with making a particular type of selection (e.g. for breakfast, a baked good and coffee, or for lunch, a daily special and a beverage) and will make consistent selections from each proposers menu. The committee will, as required to ensure accurate comparison, pro-rate menu prices to adjust for different portion sizes.

A. Breakfast: selections will consist of one breakfast item and a beverage (at least one selection will include a hot entree).

Highly Advantageous - Average total price of selections: \$4.00 or less
Advantageous - \$4.01 and \$4.50
Not Advantageous - \$4.51 or higher

B. Lunch: selections will consist of one item and a beverage (at least one selection will be a daily special, and one additional selection will be low-fat and low-carb).

Highly Advantageous - Average total price of selections: \$6.00 or less
Advantageous - \$6.01 to \$6.75
Not Advantageous - \$6.76 or more

C. Lunch: one selection will be a hot/cold sandwich, chips or fresh fruit, and a beverage.

Highly Advantageous - Average total price of selections: \$6.50 or less
Advantageous - \$6.51 - \$7.00

Not Advantageous - \$7.01 or more

- D. Dessert and Snack Items: selections will consist of one snack item and a beverage.

Highly Advantageous - Average total price of selections: \$1.75 or less

Advantageous - \$1.76 to \$2.25

Not Advantageous - \$2.26 or higher - *not advantageous*.

6. **Proposed Business Plan.**

- A. Hours of operation:

Highly Advantageous - Provide hours of operation from 7:00 a.m. to 3:00 p.m and/or will be available for hire during snow emergencies.

Advantageous - Proposals which provide a shortened operating schedule but include full service during breakfast and lunch periods

Not Advantageous - proposals which include a shortened operating schedule and full service during lunch period only

- B. Staffing:

Highly Advantageous - Proposals which provide additional operating staff

Advantageous - Proposals which provide the minimum identified staffing levels

- C. Capital:

Highly Advantageous - Proposals which show capital immediately available to defray projected start up costs

Advantageous - Proposals which indicate 30% or less of projected start up costs will require borrowing

Not Advantageous - Proposals which indicate more than 30% of projected start up costs will require borrowing

7. **Weekly Subsidy**

Highly Advantageous - \$0

Advantageous - \$1-\$100

Not Advantageous - \$101+

Unacceptable - \$200+

8. **References.**

Advantageous - 3 positive business references

Not Advantageous - less than 3 positive business references.

9. **Interview**

Proposers whose submittals meet the minimum criteria will be required to attend a personal interview with the Evaluation Committee. The purpose of the interview will be to allow the Proposer to verbally present his/her plan for the successful operation of the cafeteria and to respond to questions from the committee.

Highly Advantageous - Proposers who present a clear and creative plan for the cafeteria facility and who demonstrate a clear and realistic understanding of the potential revenue and costs involved in its successful operation based on documentable past experience

Advantageous - Proposers who present a plan that is less clear, less creative and whose understanding of the potential revenue and costs involved, though adequate, is not based on specific past experience

Not Advantageous - Proposers whose presentation is unclear and uncreative and who do not demonstrate a clear understanding of the potential revenue and costs involved with successful operation of the facility.

Part VII. Award of Contract

The contract will be awarded to that proposer deemed by the evaluation committee and the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration all of the listed comparative criteria. The City reserves the right to reject any and all proposals as determined to be in the best interests of the City.

Part VIII. Scope of Work and Contract Requirements

A. General

1. The Operator will provide cafeteria clientele with a basic menu of high quality, healthy, varied meals, snacks, and beverages. There are approximately 250 employees within City Hall. Employees from departments in other locations throughout the city frequent City Hall on a regular basis and may comprise an additional potential customer base. The cafeteria will also be available to all members of the general public who may visit City Hall.
2. The Operator may promote its services in City publications such as newsletters, bulletins, etc. All notices and announcements shall be approved by the Director of Human Resources. No advertising or promotional announcements outside of City of Newton publications will be permitted without written permission for the Director of Human Resources.
3. It shall be the responsibility of the Operator to establish, review and control the pricing and portion sizes of all items available for sale in the cafeteria with final review and written approval by the Director of Human Resources.
4. **The term of the agreement resulting from this RFP will be three (3) years from the date of contract execution** The City may terminate this Agreement at any time upon thirty (30) days written notice for any reason including its own convenience or for cause, including but not limited to, failure to pay monies due for use of the Premises, failure to have any necessary local, state or federal licenses and/or permits, failure to pay any and all required taxes, failure to maintain required worker's compensation insurance in force at all times, failure to comply with any local, state or federal regulations pertaining to food establishments of this type, failure to promptly correct any use of the premises which conflicts with the City's use, and failure for satisfactory behavior of all staff/management. In the case of a termination for cause, the City shall give the Operator a written notice of termination stating the basis of the termination, effective thirty (30) days after the Contractor's receipt of such termination notice. The Operator shall have the right to cure the for cause termination within ten (10) days of receipt of the termination notice.
5. Before beginning operations, the cafeteria operator will be expected to provide certificates of insurance, naming the City as an additional insured reflecting the existence of at least \$1,000,000 of General Comprehensive Liability Insurance, including Products and Completed Operations coverage, and Workmen's Compensation insurance covering any employees in the full amount required by Massachusetts law. The Operator will be responsible for providing property loss insurance for its own property located in the cafeteria space.
6. The Operator will obtain at its sole expense all local, state or federal licenses and/or approvals necessary for its operation of a cafe in the premises and shall maintain such licenses/approvals throughout the time it uses the premises pursuant to this RFP. The Operator will comply with all local, state and federal laws and ordinances in operating the cafe.
7. The Operator will on a semi-annual basis provide to the Director of Human Resources a detailed written statement of all revenue and operating expenses relating to cafeteria operations and revenue derived from use of cafeteria equipment. Annually, the operator shall document its payment of all applicable taxes and compliance with all relevant federal, state or local tax laws. Annually at minimum, and as may be otherwise requested by the City, the operator shall provide evidence of Worker's Compensation insurance as required in paragraph 5, above.
8. The Operator shall follow all safe food practices required by law and best business management. The Operator shall allow the City of Newton Department of Health and Human Services to verify on a periodic basis the Operator's compliance with these requirements.

B. Facilities and Equipment

1. The City will for a \$1.00 annual fee license the Operator to use the cafeteria space for the sole purpose of operating a cafeteria in accordance with this RFP. The Operator may not assign this license to any third party without the prior written consent of the Director of Human Resources. The cost of electricity, gas, water and sewer will be provided by the City. The following equipment is installed in the cafeteria space and will be available for use by the Operator:

Dellfield #8187 drop in stainless steel cold pan
 Wells #MOD-400D stainless steel hot well, 3 units
 Southbend #MM1 range/griddle/fryer/oven
 Hoshizaki #KM-250MAB Ice machine
 Traulsen #RHT-3-32 Nut Reach in refrigerator
 Stainless steel salad bar table
 (2) Stainless steel work table
 (4) Sections of chrome plated shelving
 Food preparation sink
 Hand sink
 Slop sink
 (1) 6' oval dining table*
 (7) 5' round dining tables*
 (44) dining chairs, 24 plastic, 20 wood*
 Microwave – Sharp Carousel II*

*These items are subject to change.

2. The City will ensure that the equipment and facilities are clean and in proper operating condition upon commencement of contract services. With the exception of the exhaust hood and related duct work, the Operator shall during the contract term be responsible for all required cleaning (including tables and chairs), maintenance contracts and minor repairs to the equipment provided by the City. Minor repairs are defined as all repairs costing up to \$250.00. Repairs exceeding \$250.00 will be the City's responsibility, provided that the need for such repairs were not caused by any misuse, abuse or neglect of City owned equipment by the Operator or its employees. The Operator shall report all equipment failures requiring repair, immediately to the Commissioner of Public Buildings, Public Buildings Department, (617) 796-1600 and Jose Ramirez, City Hall custodian (ext. 1231).

The City shall be responsible for the exhaust hood and related duct cleaning, which shall be performed at mutually agreed upon dates and times.

3. All kitchen mechanical equipment, including all optional equipment provided by the Operator, including but not limited to soda display cases, desert, dairy and other assorted refrigerated cases, shall be serviced, at Contractor's expense, at least semi-annually to ensure proper operation. Service to heating and cooling equipment must include compressors, coils and related mechanical components. It shall be the Operator's responsibility to ensure that all display cases are moved and the compressors, coils, interior, and exterior of machines/equipment washed and cleaned of dirt, dust, grease and debris including behind and beneath the units (regardless of size). Upon expiration of the contract the equipment identified above shall be left in a condition correspondent to its status at contract commencement, normal wear and tear expected.
4. The City does not guarantee the uninterrupted provision of electric, gas or other utilities or service except to ensure that all reasonable and diligent efforts will be pursued in restoring interrupted service. The City shall not be liable for any losses incurred by the Operator which may result from interruptions or failure of such service.
5. The Operator shall be responsible to provide any additional equipment which it deems necessary by reason of its operation of the cafeteria in the premises. All such additional equipment to be delivered to or installed in the cafeteria space must be approved in advance by the Commissioner of Public Buildings, or his designee. Any equipment, fixture or appurtenance the installation of which requires a permanent alteration to the building structure shall become the property of the City upon expiration or termination of the agreement. The City may, at its discretion may allow the Operator to remove equipment, fixtures or appurtenances if the Operator at its own expense and to the City's satisfaction restores the building structure to its condition prior to installation.
6. The Operator will not perform any spatial modifications to the cafeteria facility. The City will in good faith, but without obligation, consider modifications to the facility which the Operator desires to enhance serviceability. All such modifications will be performed by the City's own work crews or contractors. In no instance shall failure by the City to perform a requested modification relieve the Operator from fully performing its obligations under this contract.
7. With the exception of items identified in paragraph B.1 the Operator shall be responsible to provide additional furnishings including but not limited to tables, chairs and waste receptacles required for the convenience of customers in the seating area. Any such furnishings shall remain the property of the Operator and shall be promptly removed upon expiration or termination of this agreement.

8. The Operator shall provide all required equipment, furnishings, appliances, dishware, flatware, paper goods and other utensils required for the serving and consumption of the menu items. Commercial quality paper/plasticware for customer use will be acceptable, use of recyclable items preferred

C. Access To and Use of Space

1. For purposes of food preparation, cleaning, etc., or for any of the purposes identified in Section F below, the Operator will be allowed access to the cafeteria space between the hours of 6:00 A.M. and 6:00 P.M. Monday through Friday. The Operator shall have no right to use the premises except during those hours described above except as specifically permitted by the Commissioner of Public Buildings or his designee. The cafeteria operation shall not interfere with the normal operations of City Hall.
2. The seating area of the cafeteria shall be available during the cafeteria operating hours to all City employees and the public regardless of whether they have purchased food or beverage from the cafeteria. Employees who bring their own lunch may eat their lunch in the cafeteria regardless of whether they have purchased a beverage or food item from the cafeteria.
3. The City or individuals as permitted by the City may use the cafeteria seating space at times when the cafe is not operating, provided that such use shall not be inconsistent with the Contractor's use and the City notifies the Contractor of such intended use in advance. The Contractor shall not be responsible for any damage to the premises caused by the City or such individuals or groups.
4. Vehicle Parking: The Operator and its employees will not be allowed to park any vehicle on City Hall property. **There will be no exception** during regular operating hours of the building (7:00 a.m. – 5:00 p.m.).

D. Cleaning and Sanitation Requirements

1. The Operator shall comply specifically with all cleaning requirements listed herein and in 105CMR590, Article X of the State Sanitary Code and in addition shall maintain all areas of the cafeteria space in a clean and sanitary manner in accordance with the highest industry standards. The Operator shall train all employees in a “clean-as-you-go” policy. The cafeteria facilities will be subject to regular inspection by City of Newton Health Department officials.
2. Cleaning frequency of processing areas shall be mandated by the types of food processed and any change in operation for that area. Also, at the end of each working day, utensils, equipment and surfaces used in processing shall be washed and sanitized. Non-food contact areas and equipment shall be cleaned as often as necessary to prevent buildup of dirt, food particles and other debris.
3. The Operator must provide an action plan for their daily and monthly “heavy cleaning” schedule in addition to a listing of qualified personnel or contractors to perform those duties. All heavy duty cleaning shall be coordinated by and the responsibility of the Operator, working through the City Hall Custodian. Heavy Duty cleaning shall include, but not limited to: cleaning compressors, coils and grills as well as degreasing the floor trap and the fryalator; moving and cleaning underneath all equipment and inside ovens.
4. Continually through the day the Operator shall keep clean the tile floor in the kitchen and serving area and shall ensure the carpet, tables and chairs, in the seating area are clean and free of crumbs and other debris. On a weekly basis the Operator shall wash and wax the tile floors. The City shall perform carpet shampooing as it deems required during the contract term.
5. Cafeteria patrons shall be expected to bus their trays, plates, cups and other debris to designated receptacles and locations. The Operator shall be responsible to monitor the cafeteria seating area during service hours to ensure it is maintained in a clean condition, with trash and debris removed from tables, trash receptacles emptied, and tables and chairs wiped down as needed. The Operator may deposit trash in the City Hall dumpster.
6. The Operator shall encourage the recycling of plastic, glass and aluminum beverage containers and shall provide separate receptacles for this purpose. The Operator is strongly encouraged to use recycled products (i.e. paper coffee cups, etc.).
7. If the Operator notices any condition which is unsafe, unhealthy, or in any other way would cause an accident, Operator shall make or cause to be made appropriate repairs to remedy the condition. If correction of the condition will take more than routine attention, then the Operator agrees to notify the Director of Human Resources immediately.

E. Personnel Requirements

1. The Operator will be responsible to recruit, train, supervise, direct, discipline, and, if necessary, discharge any and all personnel working in the cafeteria. The Operator shall require its employees to comply with all instructions, regulations, and codes of conduct as specified by the City.
2. The Operator shall employ an on-site manager, unless operator will be manager, to be in charge of all or part of the daily operations of the cafeteria. Such manager must be authorized to make decisions and act on behalf of the Operator when the Operator is not present in the cafeteria. Any instruction or communication given by the City to the manager pursuant to this contract shall be binding upon the Operator. The manager and his/her experience and qualifications must be identified in accordance with the requirements of this RFP. The person designated as manager is subject to approval by the City and once approved may not be changed or replaced without the prior consent of the City.
3. The Operator and on-site manager shall obtain and maintain any certifications and accreditations that are required or may become required by state or local ordinance relevant to the operation of the cafeteria.
4. The Operator or on-site manager must be present in the cafeteria for at least 80% of the operating hours. During all other operating hours, the manager or an approved assistant may be present.
5. The Operator agrees to comply with all City, State and Federal laws and regulations regarding employment, including but not limited to those pertaining to non-discrimination in hiring and employment practices.
6. Employees of the Operator shall be appropriately uniformed when performing their work assignments in the cafeteria. The term appropriate uniform is interpreted to include all apparel, visible badges, hats, hair nets, etc. The Operator must submit samples of uniforms and other apparel of all service personnel for approval by the City prior to commencement of services.
7. The Operator, on-site manager, and all employees, shall at all times be pleasant, friendly and helpful.
8. The Operator, on-site manager, and employees shall have knowledge of the prices.
9. Employees of the Operator shall not take break during peak hours of operation:

(8:00 a.m. – 9:30 a.m., 11:30 a.m. – 1:00 p.m.).

F. Additional Services

1. The Operator may provide catering services to City departments holding meetings or other functions. Such meetings and functions may be in City Hall or other locations throughout the city. All arrangements for menu selections, price etc. shall be made directly with the using department. The invoice for such services will be sent to and processed for payment by the using department. Any catering services provided by the Operator are strictly a convenience to City departments. Departments may make alternate arrangements for catering at their discretion.
2. The Operator may provide catering services to the City during snow emergencies. All arrangements for menu selection, price etc. shall be made directly with the using department. During snow emergencies, the city may want to provide coffee, breakfast, or a meal to city employees providing snow plow services.
3. The operator may provide catering services to private individuals for non-City functions that are held in City-owned facilities (e.g. the Newton War Memorial Auditorium). In such event, the Operator may utilize the cafeteria kitchen facilities to the extent such activity does not interfere with the normal operation of the cafeteria. [The Operator may, with written notice the Commissioner of Public Buildings or the Director of Human Resources and provided that it does not interfere with the Operator's primary obligation to provide Food Services at City Hall, use the cafeteria facilities to prepare food for Operator's catering business for private persons or on private property.]

END OF SECTION

Part IX. ATTACHMENT – A

Proposer acknowledges the following Addendum , , ,

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

Name of person signing bid or proposal

Name of Business Entity (if any)

ATTACHMENT – B

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **proposal**.)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is **ON OR BEFORE** the date the officer signed the **proposal**.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is **ON OR AFTER** the date the officer signed the **proposal**.)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTACHMENT – C

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CONTRACT FORMS

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

Part X.
City Contractor - Agreement #C-

**AGREEMENT FOR CAFETERIA SERVICES
AND
LICENSE FOR USE OF THE CITY HALL CAFETERIA**

This Agreement and License for use of the City Hall Cafeteria space ("Agreement") is made this ____ day of _____, by and between:

the ("OPERATOR"), and the City of Newton, a municipal corporation existing under the laws of the Commonwealth of Massachusetts, acting through its Director of Personnel Human Resources, its Commissioner of Public Buildings and its Chief Procurement Officer, but without personal liability to them, ("CITY").

WITNESSETH that:

WHEREAS, the CITY desires a cafeteria primarily serving City Hall employees to be operated in the basement of City Hall ("Premises") and is willing to license the Premises, which includes the kitchen and adjacent seating area, and the equipment and seating not provided by OPERATOR therein for that purpose; and

WHEREAS, the OPERATOR responded to the CITY's Request for Proposals #12-90 and the OPERATOR's Proposal was determined to be the best responsive proposal.

NOW THEREFORE, in consideration of the promises contained in this Agreement, the CITY and OPERATOR agree as follows:

1. CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated therein by reference:

- a. This Agreement.
- b. EXHIBIT A: The CITY's Invitation No. RFP #15-125.
- c. EXHIBITS B: The OPERATOR's Proposal ("Proposal"), dated _____, provided, with the sample menu selections and prices contained in such Proposal.

This Agreement, together with the other documents enumerated in this Article including any amendments executed in accordance with the provisions of this Agreement, constitute the entire contract between the CITY and the OPERATOR, and any reference herein to the "Agreement" shall be deemed to include all Contract Documents unless it is clear from the context of the sentence in which the word "Agreement" appears that such work is only intended to refer to the provisions contained in this Agreement form itself.

1.2 In the event of any inconsistencies between a provision(s) of the text of this Agreement and any provision(s) of any such attached document(s), the parties intend to be bound by the provision(s) as set out in the text of this Agreement.

2. SCOPE OF SERVICES

The OPERATOR shall operate the City Hall cafeteria in accordance with the terms and conditions for such services as set forth in Exhibit A, including but not limited to the terms and conditions contained in Part IV Minimum Criteria, and Part

VII Scope of Work and Contract Requirements, Sections A-F. The OPERATOR agrees to operate the cafeteria from 7:00 a.m. - 3:00 p.m. every day when Newton City Hall is normally open, Monday through Friday, for the term of this Agreement. To the extent that the manner of performing the services is not specified in Exhibit A, the OPERATOR shall perform such services in accordance with its representations, if any, contained in Exhibits B, and more specifically, shall provide staffing for the cafeteria in accordance with its "Proposed Business Operations Plant (Part V)" contained in Exhibit B. Any modification of the scope of services to be provided or the manner of providing such services shall require an amendment to this Agreement executed in accordance with the provisions of this Agreement, provided, however, that the initial review and approval, and any modification of such approval, for pricing and portion sizes as provided in Exhibit A, Part VII, Section A 3, and any modification of staffing patterns from that proposed in Exhibit B need only be approved in writing by the Director of Personnel/Human Resources.

The parties recognize that subsequent to the execution of this Agreement, the OPERATOR will require a short period of start-up time before the cafeteria can commence full operations in accordance with all the requirements of this Agreement. The OPERATOR shall commence full operation of the cafeteria no later than _____.

3. TERM

The term of this Agreement shall extend for a period of three (3) years, commencing on **day of contract execution and extend through June 30, 2018**, unless terminated earlier in accordance with the provisions of Exhibit A, Part VII, Section A 4.

4. COMPENSATION

The OPERATOR shall receive no compensation from the CITY for the services provided pursuant to this Agreement, provided, however, that the CITY shall be responsible for the maintenance of its equipment and pay the cost of utilities to run the cafeteria. [The CITY shall pay to the OPERATOR a weekly service payment in the amount of \$_____, if such payment is required by the CITY pursuant to the OPERATOR's bid submission. In addition, the CITY shall provide and maintain a telephone line and telephone at the Premises for the OPERATOR's use. The OPERATOR shall be responsible for monthly long distance and usage charges.

5. USE PREMISES AND EQUIPMENT

5.1 The OPERATOR provides cafeteria services to the CITY under the provisions of this Agreement, the CITY grants to the OPERATOR a license to use the Premises and certain City-owned Equipment and Furnishings in accordance with the provisions of Exhibit A, Part VII, Sections B 1-8 and C 1-3. The rights given to the OPERATOR hereunder shall not constitute either an easement, lease, tenancy at will or other similar property right, but shall be simply a revocable license. This Agreement shall not be recorded or filed in the Registry of Deeds or the Land Registration Office and it contains all the agreements made between the parties hereto with regard to use of the Premises or City-owned Equipment.

5.2 The OPERATOR agrees that if any aspect of its cafeteria operation conflicts with the normal operations of City Hall, the OPERATOR shall, upon notice, promptly eliminate the identified conflicting use.

5.3 The OPERATOR shall provide at its own expense any additional equipment or furnishings which it deems necessary for the operation of the cafeteria as required under this Agreement in accordance with the provisions of Exhibit A, Part VII, Section B 6-8. The OPERATOR shall be solely responsible for the loss or damage to its own equipment, furnishings, materials or supplies which are kept or stored on the premises of City Hall, and shall be responsible for providing property loss insurance for such equipment, furnishings, materials or supplies.

5.4 The OPERATOR shall be responsible for any damage to the Premises or City-owned Equipment or Furnishings which is caused by its employees, agents or invitees, including damage caused by patrons of the cafeteria. The OPERATOR shall repair any such damage at its sole cost and expense and shall also make all reasonable efforts to insure that the Premises, City-owned Equipment or Furnishings are left in at least as good condition as it was at the time it took over such space, reasonable wear and tear excepted. The OPERATOR shall not be responsible for any damage to the Premises, City-owned Equipment or Furnishings which are caused by City employees and occurs when they are not cafeteria patrons, nor for damage caused by other individuals or groups which may use the Premises, City-owned Equipment or Furnishings pursuant to the provisions of Exhibit A, Part VII, Section C 3.

5.5 The OPERATOR shall not use the Premises, City-owned Equipment, Furnishings or the utilities provided except to perform the services called for under this Agreement, unless such use is approved in writing by the Commissioner of Public Buildings.

6. SIGNAGE

The OPERATOR shall not erect or place any sign on the exterior of the City Hall and shall not solicit cafeteria patrons outside of City Hall except as provided in Exhibit A, Part VII, Section A 2. Any signage on the interior of City Hall shall be subject to review and approval of the Director of Personnel Human Resources.

7. INDEPENDENT CONTRACTOR

The OPERATOR agrees that it is responsible as an independent OPERATOR for its respective operations and for all acts of its officers, employees and/or agents. The OPERATOR agrees that it shall indemnify, hold harmless and defend the City of Newton, its officers, boards, committees and employees, from any and all loss, damage, cost, charge or expense including but not limited to attorneys' fees, court costs and interest arising out of damage or loss to persons or property sustained by anyone by reason of the use or occupation by the OPERATOR of the Premises, or caused in whole or in part directly or indirectly by an act, default or omission of the OPERATOR or its officers, agents, employees or anyone for whose acts the OPERATOR may be held liable, regardless of whether or not said damage or loss is caused in part by the City of Newton, its officers, boards, committees or employees, or omission by its officers, agents, employees or anyone for whose acts the OPERATOR is responsible. Certificates of insurance reflecting the required general comprehensive liability coverage and worker's compensation coverage for the OPERATOR's employees shall be submitted by the OPERATOR at the time it signs this Agreement and shall be provided by the OPERATOR as coverage are renewed.

8. NOTICES

Any notice given under the Agreement by either party to the other shall be sufficient if sent by United States registered or certified Mail, postage prepaid, addressed as follows:

To the OPERATOR:

To the CITY:

Director of Human Resources
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 04159

and

City Solicitor
Newton City Hall
1000 Commonwealth Avenue
Newton Centre, MA 02459

9. MISCELLANEOUS PROVISIONS

Upon request, the OPERATOR shall provide the CITY with copies of any and all licenses, permits and/or approvals necessary for its performance of the services called for under this Agreement. In addition, the OPERATOR will provide the CITY with copies of any of the materials used to train its staff, and/or permit the CITY to observe its training activities with staff, and will provide evidence that all staff has received the appropriate training for the work which they are performing and have any and all certifications and/or licenses which may required in order to perform such work.

The storage, preparation and service of all food and beverages provided by the OPERATOR pursuant to this Agreement shall comply with all applicable federal, state and/or local health laws, ordinances, codes or regulations.

Upon request, the OPERATOR shall provide the CITY with nutritional and/or ingredient information concerning the food or beverages offered by the OPERATOR and shall use its best efforts to provide nutritious, high quality food and beverages at a low price.

The OPERATOR shall contact the Newton Health and Human Services Department at (617) 796-1420, no less than 6 business day prior to beginning services so that it may complete a health inspection.

The OPERATOR agrees and warrants that in the performance of this Agreement it will not discriminate against any person or group of persons on the grounds of sex, race, color, religion or national origin in any manner prohibited by the laws of the Commonwealth of Massachusetts or the United States.

10. ASSIGNMENT

The OPERATOR shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, to any third party without the prior written consent of the Director of Human Resources.

11. SEVERABILITY

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

13. ENTIRE AGREEMENT

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal in quintuplet on the dates set out below.

OPERATOR

By: _____

Print Name: _____

Title: _____

Date: _____

Affix Corporate Seal Here

No City monies are obligated by this contract.

By: _____

Comptroller of Accounts

Date: _____

CITY OF NEWTON

By: _____

Chief Procurement Officer

Date: _____

By: _____

Commissioner of Public Buildings

Date: _____

By: _____

Director of Human Resources

Date: _____

Approved As To Legal Form and Character

By: _____

Associate City Solicitor

Date: _____

CONTRACT AND BONDS APPROVED

By: _____

Mayor or his designee

Date: _____